# JOHN F. MEISSNER, JR. ATTORNEY AND COUNSELOR AT LAW 9040 WEST OGDEN AVENUE BROOKFIELD, ILLINOIS 60513

June 16, 1970

Mr. & Mrs. Joseph I. Fieg, 4241 Claussen Ave., Western Springs, Ill. 60558

In Re: Your Real Estate Transactions

Dear Joseph & Nell:

Herewith for your safekeeping in your safety deposit box the following valuable documents in connection with your purchase of the 4241 Claussen Avenue, Western Springs, Ill., residence, from Mrs. Minnie C. Erbs:

(1) Chicago Title & Trust Co. Owner's Title Insurance Policy 59-44-750 dated May 27, 1970, insuring title of Joseph I. Fieg and Nell M. Fieg, his wife, in joint tenancy in the amount of \$28,000.00.

(2) Warranty Deed of Minnie C. Erbs, a widow, to Joseph I. Fieg and Nell M. Fieg, his wife, in joint tenancy, dated May 26, 1970, and recorded May 27, 1970, as Document #21169296 in the Recorder's Office of Cook County, Ill.

(3) Affidavit of Title by Minnie C. Erbs.

(4) Bill of Sale from Minnie C. Erbs.

Your copies of closing statements were furnished you at the time of the closings. I trust that the enclosed statement for professional services is in proper order.

It has been a pleasure to have assisted you in this matter. As always, best wishes in your new home.

JOHN

. MEISSNER,

JFM/EW enc.

# JOHN F. MEISSNER, JR. ATTORNEY AND COUNSELOR AT LAW 9040 WEST OGDEN AVENUE BROOKFIELD, ILLINOIS 60513

June 16, 1970

Mr. & Mrs. Joseph I. Fieg, 4241 Claussen Avenue, Western Springs, Ill. 60558

### FOR PROFESSIONAL SERVICES

In Re: Representation of Seller in the sale of the \$30,000.00 residence at 307 North Ashland Avenue, La Grange Park, Illinois, to Timothy F. Banister and Wanda J. Banister, his wife: 3/23/70 Phone conf. with Client; examine contract; numerous telephone confs. with Client, Rich Port Realtors, and Buyers Lending Agency, Standard Federal Savings & Loan Association, to expedite closing of sale to precisely coincide with closing of Western Springs property; 5/19/70 Drafting of Warranty Deed in duplicate for "Torrens" Affidavit of Title, Bill of Sale, Dept. of Revenue Estate Declaration; figure pro-rations, make all preparations for closing and draft closing statement; 5/25/70 closing of transaction at Rich Port offices in La Grange; Suggested Chicago Bar Association Minimum Fee: \$325.00

In Re: Representation of Buyer in the purchase of \$28,000.00 residence at 4241 Claussen Ave., Western Springs, Ill. from Mrs. Minnie C. Erbs, a widow; examine contract; numerous phone confs. with seller's attorney, and with Rich Port Realtors to expedite; make preparation for closing, prechecking closing figures to assure smooth closing; 5/26/70 closing of transaction at Rich Port Offices in Western Springs; 5/27/70 Purchased revenue stamps and delivered Warranty Deed to Chicago Title & Trust Co. and ordered "Later Date" examination of title; 6/15/70 Received and examined new Chicago Title & Trust Co. Owner's Title Insurance No. 59-44-750,

Mr. & Mrs. Joseph I. Fieg:

June 16, 1970

dated May 27, 1970, insuring title of Joseph I. Fieg and Nell M. Fieg, his wife, as joint tenants in the amount of \$28,000.00. Suggested Chicago Bar Association Minimum Fee:
\$300.00

Time devoted to both matters, twelve hours at \$30.00 per hour

\$360.00

For Reimbursement of costs and expenses Chicago Title & Trust Co. "Later Date" examination of title No. 59 44 750

\$380.00

Balance due - -

## AMERICAN LAND TITLE ASSOCIATION OWNERS POLICY STANDARD FORM A — CENTRAL REGION — 1962

### CHICAGO TITLE AND TRUST COMPANY

a corporation of Illinois, herein called the Company, for a valuable consideration, hereby insures the party named in Schedule A, herinafter called the Insured, the heirs, devisees, personal representatives of such Insured, or, if a corporation, its successors by dissolution, merger or consolidation, against loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

- 1. Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule A, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations; or
- 2. Lack of a right of access to and from the land;

all subject, however, to the provisions of Schedules A and B and to the Conditions and Stipulations hereto annexed; all as of the date of this policy.

In Witness Whereof, CHICAGO TITLE AND TRUST COMPANY has caused this policy to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

CHICAGO TITLE AND TRUST COMPANY

Hlvin W.

By:

Бу.

President.

ATTEST:

a. Edmind Televary.

### **IMPORTANT**

This policy necessarily relates solely to the title as of the date of the policy. In order that a purchaser of the real estate described herein may be insured against defects, liens or encumbrances, this policy should be reissued in the name of such purchaser.

### SCHEDULE A

Number

**Date of Policy** 

**Amount of Policy** 

59-44-750

May 27, 1970

\$28,000.00

1. Name of Insured.

JOSEPH I. FIEG AND NELL M. FIEG, HIS WIFE, AS JOINT TENANTS

- The estate or interest in the land described or referred to in this schedule covered by this policy is:Fee Simple
- 3. Title to the estate or interest covered by this policy at the date hereof is vested in the Insured.
- 4. The land herein described is encumbered by the following mortgage or trust deed:

None

and the mortgages or trust deeds, if any, shown in Schedule B.

5. The land referred to in this policy is described as follows:

The North 50 feet of Lot 24 in Block 15 in Martin's Addition to Field Park being a Subdivision in the East 3/8 of the West half of Section 5, Township 38 North, Range 12 East of the Third Principal Meridian lying North of Chicago, Burlington and Quincy Railroad and of the East 783.13 feet of that part of South West quarter lying South of Center line of Naperville Road in Cook County, Illinois.

Permanent Tax No. 18-05-129-034

### SCHEDULE B

This policy does not insure against loss or damage by reason of the encumbrance, if any, shown in Schedule A, which encumbrance is expressly made an exception forming part of this Schedule B, nor does it insure against loss or damage by reason of the following exceptions:

#### **General Exceptions:**

(1) Rights or claims of parties in possession not shown by the public records.

(2) Encroachments, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises.

(3) Easements, or claims of easements, not shown by the public records.

(4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

(5) Taxes or special assessments which are not shown as existing liens by the public records.

(6) Rights of dower, homestead or other marital rights of the spouse, if any, of any individual insured.

### Special Exceptions (including the encumbrance, if any, shown in Schedule A):

Taxes for the years 1969 and 1970.

NOTE: 1970 taxes not delinquent before May 2, 1971.

Countersigned

Authorized Signatory

MORE THAN A CENTURY
OF EXPERIENCE IN
PROPERTY PROTECTION



# IN EXCESS OF SIXTY MILLION DOLLARS

111 WEST WASHINGTON STREET, CHICAGO, ILLINOIS 60602

120 E. Liberty Dr., Wheaton • 110 N. Ottawa St., Joliet • 15 S. County St., Waukegan 435 Hamilton Blvd., Peoria • 15 E. Washington, Belleville • 113 S. 3rd St., Geneva 108 N. Main St., Sycamore • 241 N. Main St., Edwardsville Regional Offices, Agents and Representatives serving every Illinois county. Title insurance on property in other states through subsidiary companies.

CHICAGO
TITLE AND TRUST
COMPANY

TITLE INSURANCE POLICY American Land Title Association
Owners Policy
Standard Form A
Central Region — 1962

#### CHICAGO TITLE AND TRUST COMPANY 111 WEST WASHINGTON STREET . CHICAGO, ILLINOIS 60602 BLANK-ORIGINAL BILL ADDITIONAL BILL AREA CODE 312 332-7700 DUPLICATE APPLICATION CORRECTED BILL DUPLICATE BILL PARTIAL BILL Initial coverage (abstract less than 10 years old) IDENTITY: Reissure (over 2 years) NHOL (under 2 years) JOHN F MEISSNER JR 9040 W OGDEN AVE BROOKFIELD ILL 60 ALTA walvers SEE REVERSE SIDE FOR ocation endersement 10 CODE IDENTIFICATION INVOICE DATE CODE PAY LAST AMOUNT POLICY OWNERS O O OMTGE. IN THIS COLUMN APPLIED xtended coverage 12 FOR CUSTOMARY SELLER'S CHARGES CHECK HERE INDICATES PRIOR POLICY NOT PRODUCED FOR REDUCTION OF INSURANCE 15.00 CUSTOMARY BUYER'S CHARGES Sundry items 26 Recording & Filly Advances and Escrow Expenses SUBTOTAL 30 ADVANCES FOR RECORDING AND OTHER CHARGES E-PRECEDING THE ORDER ESCROW NO. NUMBER MEANS OUR RELEASE FEE FOR DOC. NO. ESCROW DEPARTMENT HAS 20.00 54 BEEN DIRECTED TO PAY TOTAL INVOICE THIS ITEM FROM ESCROW FUNDS WOTOZO TIES INVOICE PAYABLE BY THE 10TH OF THE FOLLOWING MONTH FORM 433-1 R-1-70 PLEASE RETURN A COPY WITH REMITTANCE

## Warranty Deed

INDIVIDUAL TO INDIVIDUAL

**ERBS** 

TO

FIEG

Didney R. Ohen RECORDER TO DEEDS

WARRANTY DEED

**Joint Tenancy Illinois Statutory** 

MAY 27 '70 3 01 PH

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AFFIX "RIDER

co

325=4

J-8-44-750 W

(Individual to Individual)

(The Above Space For Recorder's Use Only)

(The field of the field of the field)
THE GRANTOR MRS. MINNIE C. ERBS, a widow and not remarried, whose address is
4241 Clausen Avenue
of the Village of Western Spring Sounty of Cook State of Illinois
for and in consideration of TWENTY EIGHT THOUSAND (\$28,000)DOLLARS.
CONVEYS and WARRANTS to JOSEPH I. FIEG and NELL M. FIEG, his wife, whose address is 307 North Ashland Avenue
of the <u>Village of LaGrange Pk County of Cook</u> State of Illinois
not in Tenancy in Common, but in JOINT TENANCY, the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:
The North 50 feet of Lot 24 in Block 15 in Martin's Addition to Field
Park being a Subdivision in the East 3/8 of the West 1/2 of Section 5,
Township 38 North, Range 12 East of the Third Principal Meridian lying
North of Chicago Burlington and Onincy Pailmond and of the Fact 707 17

Quincy Railroad and of the East 783.13 feet of that part of South West 1/4 lying South of Center line of Naperville Road in Cook County, Illinois,



hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois. TO HAVE AND TO HOLD said premises not in tenancy in common, but in joint tenancy forever.

26th

	DAT	ED this	26th	day of	May	19 $\frac{70}{}$
PLEASE PRINT OR	mrs. W	Junia S.	Erba			(Seal)
TYPE NAME(S)  BELOW  SIGNATURE(S)				(Seal)		(Seal)
and for said	PRESSONEHE A	he State afore:  a widow personally subscribed and acknow as her forth, inclu- and official seal,	said, DO HERI and not ren known to me to to the foregoi wledged that free ding the releas	EBY CERTIFY narried, o be the same p ng instrument, She signed, and voluntary a e and waiver of	that MRS. MINN erson whose na appeared before m sealed and delivere	e this day in person, ed the said instrument purposes therein set

(	JOHN F. MEISSNER, JR.	
	(Name)	
MAIL TO:	9040 W. OGDEN AVE.	
*	BROOKFIELD, ILL. 60513	
(	(City, State and Zip)	
	ト 2 3	

ADDRESS OF PROPERTY: 4241 CLAUSEN AVENUE WESTERN SPRINGS, ILL. THE ABOVE ADDRESS IS FOR STATISTICAL PURPOSES ONLY AND IS NOT A PART OF THIS DEED. SEND SUBSEQUENT TAX BILLS TO:

JOSEPH I. FIEG 4241 CLAUSEN AVE.

WESTERN SPRINGS, ILL.

DOCUMENT NUMBER

### AFFIDAVIT OF TITLE, Covenant and Warranty

TO

Lot 4241 CLAUSEN AVENUE

WESTERN SPRINGS, ILLINOIS

BY

MRS. MINNIE C. ERBS

Date\_\_\_\_\_MAY 26

19\_70



STATE OFILLINOIS  COUNTY OF _COOK	ss	
	/	ath says, and also covenants with and warrant
I hat affiant has an interest in	the premises described b	pelow or in the proceeds thereof or is the granto
in the deed dated MAY 26 his wife,	, 19 <u>_70</u> , 1	JOSEPH I. FIEG and NELL M. FIEG
grantee, conveying the following des	scribed premises:	
The North 50 feet of Lot 24 Park being a Subdivision in Township 38 North, Range 12 North of Chicago, Burlingto feet of the part of South Naperville Road in Cook Cook	n the East 3/8 of 2 East of the Thir on and Quincy Rail West 1/4 lying Sou	the West 1/2 of Section 5, d Principal Meridian lying road and of the East 783.13
That no labor or material ha fully paid for.	as been furnished for pr	remises within the last four months, that is no
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State of	COOK ss.
	, , , , , , , , , , , , , , , , , , ,
1,	JOSEPH J. JARES, JR.
a Notary that MRS.	Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY MINNIE C. ERBS, a widow and not remarried,
subscribed to the	personally known to me to be the same personwhose name_is  e foregoing instrument, appeared before me this day in person and acknowledged that  signed, sealed and delivered the said instrument asherfree and vol-
	e uses and purposes therein set forth.
	2
ĢIVEN ui day of <u>May</u>	nder my hand and notarial this on this on Joseph J. Jares, Jr.
Commission expi	resJuly 24

BILL OF SALE	ERBS	TO	ed MAY 26, 1970
			Dated

Seller, MRS. MINNIE C. ERBS, a widow and not remarried, whose address is
4241 Clausen Avenue , of Village of Western Springs, Illinois, ,in con
sideration of
La Grange Park, Illinois , the following described personal property, to-wit

All Draperies and Curtains, Stove and Refrigerator, as is and shown. Carpeting also included as shown.



Seller hereby represents and warrants to Buyer that Seller is the absolute owner of said property, that said property is free and clear of all liens, charges and encumbrances, and that Seller has full right, power and authority to sell said personal property and to make this bill of sale. *All warranties of quality, fitness, and merchantability are hereby excluded.* 

If this bill of sale is signed by more than one person, all persons so signing shall be jointly and severally bound hereby.

IN WITNES	S WHEREOF,	Seller has s	signed and seal	ed this b	ill of sale at_	Western	Springs,
Illinois,	this	26th	day of	May	7	. 19 70	
			V. Minnie	5.	Erbs		[SEAL]
		MRS.	MINNIE C.	ERBS			[SEAL]



### CHICAGO TITLE AND TRUST COMPANY

111 WEST WASHINGTON STREET . CHICAGO, ILLINOIS 60602 AREA CODE 312 332-7700

### COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE AND TRUST COMPANY hereby commits to issue its policy or policies, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, under the terms of and subject to the provisions and Conditions and Stipulations contained in the "American Land Title Association Commitment -1966" issued by the Company, which are incorporated herein by reference and made a part of this Commitment; all subject to the provisions of Schedules A and B below and to the General Exceptions contained in the policies issued pursuant to this Commitment.

NOTE: This Commitment shall not be valid or binding until signed by an authorized signatory.

### SCHEDULE A

Number

Effective Date

Refer Inquiries To

59 44 750

APRIL 8, 1970

UNIT W EXT. 285, 281, 1109

1. Owners Policy to be issued:

\$28,000.00

ALTA - FORM A-1962

Amount:

Proposed Insured: JOSEPH I. FIEG AND NELL M. FIEG, HIS WIFE.

Loan Policy to be issued: NONE

Amount:

Proposed Insured:

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple and title thereto is at the effective date hereof vested in: MINNIE C. ERBS.

3. The land referred to in this Commitment is described as follows: THE NORTH 50 FEET OF LOT 24 IN BLOCK 15 IN MARTINES ADDITION TO FIELD PARK BEING A SUBDIVISION IN THE EAST 3/8 OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING

NORTH OF CHICAGO, BURLINGTON AND QUINCY RAILROAD AND OF THE EAST 783.13 FEET OF THAT PART OF SOUTH WEST 1/4 LYING SOUTH OF CENTER LINE OF NAPERVILLE ROAD IN COOK COUNTY, ILLINOIS

### CHICAGO TITLE AND TRUST COMPANY

59-44-750

-3-

(3) TAXES (SEE ATTACHED SHEET)

THREE PAGES PL 4/13/70 ORANGE CHICAGO TITLE AND TRUST COMPANY

UNIT MANAGER

CD \_04-09-70

59-44-750

PERM TAX NO PRIOR V/I 18-05-129-034 78/259

CUR VOL 076

I GENERAL TAXES FOR THE YEARS 1969 & 1970.

NB

14 NOTE: 1970 TAXES NOT DELINQUENT BEFORE MAY 2, 1971

NB

-TAX REPORT PAGE 1 (END)-

## Deed in Trust

TO



### 27491856

DEED IN TRUST

(ILLINOIS)

27401856 W A --- Rec

n A	00 F ]	MAIT LOTOS OS OR R R RIFITZOSO A R
		(The Above Space For Recorder's Use Only)
	TIH CDANTOD NELL M FIE	G, a widow not since remarried
	of the County of Cook	and State of Illinois, for and in consideration
	of Ten and No/100 (\$10.0)	)) Dollars,
	and other good and valuable considerat	ons in hand paid, Convey_and(WARRANT_/QUIT CLAIM_)* Clausen, Western Springs, Illinois
		(NAME AND ADDRESS OF CRANTEE)
	Nell M. Flea	e provisions of a trust agreement dated the 2/51 day of MARCH, Declaration of Trust (hereinafter referred to as "said trustee," regardless of the number
	1985, and known as Trust Number	(hereinafter referred to as "said trustee," regardless of the number
		r successors in trust under said trust agreement, the following described real estate d State of Illinois, to wit: The North 50 feet of Lot 24 in
	Block 15 in Martin's Addition	to Field Park being a Subdivision in the East 3/8
		Township 38 North, Range 12 East of the Third
	Principal Meridian lying North	h of Chicago, Burlington and Quincy Railroad and of
	the East 783.13 feet of that Naperville Road in Cook Count and in said trust agreement set forth.	part of South West 1/4 lying South of Center line of Thises with the appurtenances upon the trusts and for the uses and purposes herein
	•	anted to said trustee to improve, manage, protect and subdivide said premises or
	any part thereof; to dedicate parks, streets, hi property as often as desired; to contract to s without consideration; to convey said premis successor or successors in trust all of the title mortgage, pledge or otherwise encumber said	ghways or alleys; to vacate any subdivision or part thereof, and to resubdivide said ell; to grant options to purchase; to sell on any terms; to convey either with or es or any part thereof to a successor or successors in trust and to grant to such, estate, powers and authorities vested in said trustee; to donate, to dedicate, to property, or any part thereof; to lease said property, or any part thereof, from
	period or periods of time, not exceeding in the upon any terms and for any period or period thereof at any time or times hereafter; to cont	leases to commence in praesenti or in futuro, and upon any terms and for any e case of any single demise the term of 198 years, and to renew or extend leases so f time and to amend, change or modify leases and the terms and provisions act to make leases and to grant options to lease and options to renew leases and e reversion and to contract respecting the manner of fixing the amount of present
	or future rentals; to partition or to exchange easements or charges of any kind; to release, to said premises or any part thereof; and to d	said property, or any part thereof, for other real or personal property; to grant convey or assign any right, title or interest in or about or easement appurtenant eal with said property and every part thereof in all other ways and for such other erson owning the same to deal with the same, whether similar to or different from
	In no case shall any party dealing with	said trustee in relation to said premises, or to whom said premises or any part d, leased or mortgaged by said trustee, be obliged to see to the application of any
	purchase money, rent, or money borrowed o been complied with, or be obliged to inquire privileged to inquire into any of the terms instrument executed by said trustee in relation upon or claiming under any such conveyance created by this Indenture and by said trust ag	r advanced on said premises, or be obliged to see that the terms of this trust have e into the necessity or expediency of any act of said trustee, or be obliged or of said trust agreement; and every deed, trust deed, mortgage, lease or other to said real estate shall be conclusive evidence in favor of every person relying lease or other instrument, (a) that at the time of the delivery thereof the trust reement was in full force and effect; (b) that such conveyance or other instrument
	or in some amendment thereof and binding empowered to execute and deliver every such is made to a successor or successors in trust, the	deed, trust deed, lease, mortgage or other instrument; and (d) if the conveyance nat such successor or successors in trust have been properly appointed and are fully, authorities, duties and obligations of its, his or their predecessor in trust.
	in the earnings, avails and proceeds arising declared to be personal property, and no ben	ry hereunder and of all persons claiming under them or any of them shall be only from the sale or other disposition of said real estate, and such interest is hereby efficiary hereunder shall have any title or interest, legal or equitable, in or to said earnings, avails and proceeds thereof as aforesaid.
	or note in the certificate of title or duplicate t	ow or hereafter registered, the Registrar of Titles is hereby directed not to register thereof, or memorial, the words "in trust," or "upon condition," or "with limitance with the statute in such case made and provided.
	And the said grantor hereby expression and all statutes of the State of Illinois, provide	y waiveS_ and release any and all right or benefit under and by virtue of any ng for the exemption of homesteads from sale on execution or otherwise.
	In Witness Whereof, the grantor_aforday of, 19_8	esaid has hereunto set <u>her</u> hand and seal this <u>2757</u> 5.
		(SEAL) Till M. Freg (SEAL)
		(CEAL)
	State of Illinois, County of Cook	(SEAL) (SEAL)
	*	I, the undersigned, a Notary Public in and for said County, in the State afore- DO HEREBY CERTIFY that Nell M. Fieg, a widow not since
28 MAR	85 to 22	brailly known to me to be the same person_ whose nameissubscribed to foregoing instrument, appeared before me this day in person, and acknowledged
	volu	She signed, sealed and delivered the said instrument as <u>her</u> free and ntary act, for the uses and purposes therein set forth, including the release and er of the right of homestead.
	Given under my hand and official seal, this	MASS
	Commission expires My 12	19.85 Clare
		NOTARY PUBLIC

OR

This instrument was prepared by Charles M. Jardine, Attorney at

106 West Burlington, LaGrange AME AND ADDRESS) Illinois 60525

\*USE WARRANT OR QUIT CLAIM AS PARTIES DESIRE

(	(Name)	)
MAIL TO:	(Name)	Į
	(Address)	_
(	(City State and Zip)	J

ADDRESS OF PROPERTY:

4241 Clausen Avenue

SEND SUBSEQUENT TAX BILLS TO:

Grantee

RECORDER'S OFFICE BOX NO. \_

(Address)

DOCUMENT NUMBER

AFFIX "RIDERS"OR REVENUE STAMPS HERE

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